



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

RICHARD J. CODEY  
*Acting Governor*

JOHN E. McCORMAC, CPA  
*State Treasurer*

**March 28, 2005**

**TO: All Potential Bidders**

**RE: RFP #: 05-X-37467  
RFP Title: TRADES EMPLOYMENT SERVICES**

**a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**

**b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

Date	Time	Event
<b>04/12/05</b>	<b>10:00 AM</b>	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
<b>05/05/05</b>	<b>2:00 PM</b>	<b>Bid Submission Due Date</b>

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address: [Linda.Spildener@treas.state.nj.us](mailto:Linda.Spildener@treas.state.nj.us)

# **ATTENTION VENDORS**


## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 05-X-37467</b>
	<b>FOR: TRADES EMPLOYMENT SERVICES</b>	TERM CONTRACT #: T-0725 REQUESTING AGENCY: STATEWIDE
	ESTIMATED AMOUNT: \$12,000,000.00 CONTRACT EFFECTIVE DATE: 07/01/05 CONTRACT EXPIRATION DATE: 06/30/08 COOPERATIVE PURCHASING: NO SET ASIDE: NONE	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b>  E-MAIL ADDRESS: <a href="mailto:Linda.Spildener@treas.state.nj.us">Linda.Spildener@treas.state.nj.us</a>

**TO BE COMPLETED BY BIDDER:**  
  

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 05/05/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF : N/A  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
PRE-BID CONFERENCE 04/12/05 10:00 AM 9<sup>th</sup> Floor Bid Room, 33 W. State St., Trenton, NJ 08625  
SITE INSPECTION N/A
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

**ADDITIONAL REQUIREMENTS**

- 10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
- 11) PERFORMANCE SECURITY: \$200,000.00
- 12) PAYMENT RETENTION: N/A
- 13) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 14) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



**Bid Number: 05-X-37467**

**REQUEST FOR PROPOSAL FOR:  
TRADES EMPLOYMENT SERVICES**

Date Issued: 03/28/05

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agencies

State of New Jersey  
Department of the Treasury  
Division of Property Management & Construction

Department of Law & Public Safety

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC) and the Department of Law and Public Safety (L&PS).

The purpose of this RFP is to solicit bid proposals to engage a contractor to supply tradesmen to be assigned throughout the State to provide plant operation, maintenance and repair services including emergency parts and/or materials for various State-Owned buildings.

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

### **1.2 BACKGROUND**

Tradesmen may be continuously assigned and may also be called upon to perform special projects, emergency work and tenant work. All tradesmen will be paid at the Prevailing Wage in accordance with Section 1.3 of the Purchase Bureau's Standard Terms and Conditions.

This is a reprourement of the Trades Employment Services term contract, presently due to expire on March 31, 2005. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T-0725. The exact WWW address is:

<http://www.state.nj.us/treasury/purchase/contracts.htm>

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: [Linda.Spildener@treas.state.nj.us](mailto:Linda.Spildener@treas.state.nj.us)

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

##### **1.3.1.1 QUESTION PROTOCOL**

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

##### **1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted by e-mail prior to the Mandatory Pre-Bid Conference. Written questions must be e-mailed to the Purchase



Bureau buyer. It is requested that vendors having long, complex or multiple part questions submit them as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

#### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP will be at the conclusion of the Mandatory Pre-Bid Conference. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

#### 1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

#### 1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference are as follows:

<b>Date:</b>	<b>04/12/05</b>
<b>Time:</b>	<b>10:00 AM</b>
<b>Location</b>	<b>BID ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

#### 1.3.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>05/05/05</b>
<b>TIME:</b>	<b>2:00 PM</b>
<b>LOCATION:</b>	<p><b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b></p> <p><b>Directions to the Purchase Bureau can be found on the following website:</b>  <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a> </p>

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

##### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

##### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

##### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

##### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

#### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

### 2.1 STANDARD DEFINITIONS

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agencies** - The entity for which the Division has issued this RFP and will enter into a contract.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**All Inclusive Loaded Hourly Rate** – The all-inclusive, loaded hourly rate must include all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expense, training, safety equipment, materials, supplies, supervisory and managerial support and all documents, forms and reproductions thereof. Hourly rates also include portal-to-portal expenses. Time spent in traveling to and from the work site or employees' normal workstations must not be in this rate. For purposes of this RFP, any reference to hourly rates will mean all-inclusive loaded hourly rates.

**Boiler Operator/HVAC** - Operates or maintains stationary engines, boilers, or other mechanical equipment to provide utilities for buildings or industrial processes. Operates equipment, such as steam engines, generators, motors, turbines and steam boilers. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**Carpenter** – Constructs, assembles, installs, maintains and repairs structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding and rafters; wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batt or roll insulation. Also includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways and to the working places. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**DIN** – Do-it-Now work orders.

**DPMC** – The Division of Property Management & Construction, located within the State of New Jersey, Department of Treasury.

**Electrician** – Installs, maintains and repairs electrical wiring, related equipment and fixtures. Ensures that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**L&PS** – The Department of Law & Public Safety, located within the State of New Jersey.

**HVAC** – Heating, Ventilation and Air Conditioning

**HVAC Technician** – Installs, services and repairs heating, air-condition and refrigeration systems. Technicians must be able to maintain, diagnose and correct problems throughout the entire system using special tools and test equipment. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**Maintenance and Repair Worker** - Performs work involving skills in various crafts to keep machines, mechanical equipment, or the structure of a building in repair. Work may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning and balancing new equipment; and repairing buildings, floors or stairs. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**MSI** – Maintenance Significant Items – identification numbers assigned by DPMC to specific pieces of equipment (air handlers, heat pumps, etc). in State-Owned Buildings.

**Painter** – Prepares surfaces of buildings and other structural surfaces for painting, applies protective and decorative coats of paint or similar materials or covers interior walls and ceiling of buildings with wallpaper, silk or other fabrics. Uses brushes, rollers and spray guns. May mix colors or oils to obtain desired color or consistency. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**Pipe Insulator** - Applies insulating materials to pipes or ductwork, or other mechanical systems in order to help control and maintain temperature. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**Plumber/Fitter** – Assembles, fits, installs, alters and repairs plumbing fixtures, or pipes and pipeline systems that carry water, steam, air or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**PM** – Preventive Maintenance - work performed, parts installed on a scheduled, regular basis to keep equipment, machinery operating without breakdown.

**Sheet Metal Worker** – Fabricates, assembles, installs and repairs sheet metal products and equipment, such as ducts, control boxes, drainpipes and furnace casings. May involve any of the following: setting up and operating fabricating machines to cut, bend, and straighten sheet metal; shaping metal over anvils, blocks, or forms using hammer; operating soldering and welding equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**Sprinkler Fitter** – Installs automatic fire sprinkler systems in buildings. Includes the installation, connection, alteration, repair or addition to a fire protection system. Note: This is an example of what duties may be performed. All duties performed on the job may not be listed. Conversely, all duties listed may not be assigned on a particular job.

**TSR** - Tenant Service Request – form submitted to DPMC by building tenant for special (i.e. non-scheduled) work or service

### **3.0 SCOPE OF WORK**

#### **3.1 GENERAL**

The State is responsible for continuous plant operation, maintenance, repair, and upkeep of State-Owned buildings and equipment. The State is also responsible for handling emergencies, tenant work and other special projects, as needed.

**3.1.1** The contractor shall provide trades personnel with the necessary skills and training to help State agencies in meeting their responsibilities as described above. All work shall be performed in accordance with all State and local regulations, code requirements and contractor's specifications.

The contractor shall be responsible for providing sufficient variously skilled tradesmen, as needed, who have the necessary current certifications, to help the State in these operations as described in RFP Section 3.1. These certifications include, but are not limited to: lock-out/tag out, asbestos, confined space and HAZCOM.

**NOTE: THE CONTRACT RESULTING FROM THIS RFP EXCLUDES NEW CONSTRUCTION.**

**3.1.2** The contractor shall provide vehicles as required on an as needed basis. Tradesman shall be required to store tools and supplies in a mobile place for quick access and response to emergency repair situations. All vehicles provided by the contractor shall be reimbursed at the weekly rate submitted in the bid proposal. The use of contractor vehicles shall be approved in advance in writing by the State Contract Manager. The contractor is not permitted to use a State vehicle at any time.

**3.1.3** Although the State anticipates that some of the assignments under this contract are currently needed for the operation and maintenance of State-Owned buildings, it must be clearly understood that this contract will be awarded for use strictly on an "as needed basis" only. There is no guarantee of any minimum or maximum number of hours or tradesmen to be used under this contract. The contractor shall invoice for only those hours authorized and approved by the State's Contract Manager. The contractor will be paid on an ALL INCLUSIVE – LOADED HOURLY RATE basis for hours that have been satisfactorily performed and properly authorized by the State Contract Manager.

This contract is a supplement to other existing State contracts. Therefore this contract shall not give the contractor the sole and exclusive right to furnish skilled tradesman when required by the State.

#### **3.2. ASSIGNED PERSONNEL**

The following is a listing of expected assigned personnel for the start date of the contract, including examples of work and building addresses, to do scheduled preventive maintenance and scheduled maintenance tasks:

**STATE HOUSE COMPLEX:**  
(under the jurisdiction of DPMC)

Three (3) personnel in the following trades:  
(1) PLUMBER/FITTER, (1) ELECTRICIAN, (1) CARPENTER

Examples of work:

Schedule Program of Inspections and Repairs

Operate and Maintain converters, both hot water and steam

Maintain Domestic Water System (Plumbing)

Replace/Repair HVAC System Components (including but not limited to air handlers, pumps, filters, coils and window units – (Chlorofluorocarbons License required)

**CAPITOL COMPLEX:**

(under the jurisdiction of DPMC)

Six (6) personnel in the following trades:

(1) PLUMBER/FITTER FOREMAN, (1) PLUMBER/FITTER, (2) ELECTRICIAN

(1) ELECTRICIAN FOREMAN (1) HVAC TECHNICIAN

Examples of work:

Schedule Program of Inspections and Repairs

Maintain Domestic Water Systems (Plumbing)

Respond to Breakdowns

Replace/Repair HVAC Systems Components (including but not limited to air handlers, pumps, filters and coils - Chlorofluorocarbons License required)

**SANDY HOOK FACILITY:**

(under the jurisdiction of DPMC)

Four (4) personnel in the following trades:

(1) PLUMBER/FITTER FOREMAN, (2) PLUMBER/FITTER, (1) ELECTRICIAN

Examples of work:

Operate and Maintain Seawater Pumps

Operate De-ionization System

Operate Scrubbers (Fume Hoods)

Operate Process Chillers and Boilers (Seawater)

(confined space training required)

Perform Chemical Treatment (Water)

**HAMILTON TECHNOLOGY COMPLEX:**

(under the jurisdiction of L&PS)

Thirteen (13) personnel in the following trades:

(1) PLUMBER/FITTER FOREMAN, (2) PLUMBER/FITTER, (1) ELECTRICIAN FOREMAN,

(2) ELECTRICIAN, (2) CARPENTER, (5) BOILER OPERATOR/HVAC (this trade requires 24/7 coverage)

Examples of work:

Schedule Program of Inspections and Repairs

Maintain Domestic Water Systems

Repair/Replace HVAC System Components (Including but not limited to air handlers, pumps, filters, coils)

Operate De-ionization System

Operate Fume Hoods

Operate Chillers and Boilers

Maintain all Electrical Systems, Generators and Uninterrupted Power Supply Back-up systems

**3.2.2 Building Addresses at which assigned personnel may be required to work:**

**STATE HOUSE COMPLEX (DPMC)**

Executive State House

125 W. State St., Trenton, NJ

State House Annex

145 W. State St., Trenton, NJ

State House Garage

165 W. State St., Trenton, NJ

**CAPITOL COMPLEX (DPMC)**

Auditorium	205 W. State St., Trenton, NJ
Bank Street Garage	Bank & Willow Sts., Trenton, NJ
Capitol Place One	222 S. Warren St., Trenton, NJ
DEP Building	401 E. State St., Trenton, NJ
Dept. of State Bldg.	225 W. State St., Trenton, NJ
Distribution Center	1620 Stuyvesant Ave., W. Trenton, NJ
Document Control Center	420 E. State St., Trenton, NJ
Health & Agriculture. Lab	John Fitch Plaza, Trenton, NJ
Health & Agriculture Office	John Fitch Plaza, Trenton, NJ
Insect Rearing Lab	State Police Dr., W. Trenton, NJ
Justice Complex	25 Market St., Trenton, NJ
Kelsey Building )	101 W. State St., Trenton, NJ
(Thomas Edison State College)	
Labor Building	John Fitch Plaza, Trenton, NJ
Library	185 W. State St., Trenton, NJ
Library for the Blind	2300 Stuyvesant Ave., W. Trenton, NJ
Mary Roebling Building	20 W. State St., Trenton, NJ
Mill Hill Building	160 S. Broad St., Trenton, NJ
Museum	205 W. State St., Trenton, NJ
New Jersey Network	25 S. Stockton St., Trenton, NJ
Old Barracks	Barrack St., Trenton, NJ
Office of Information Technology	1 Schwartzkoph Dr., W. Trenton, NJ
Planetarium	205 W. State St., Trenton, NJ
Record Storage	2300 Stuyvesant Ave., W. Trenton, NJ
State Office Building	135 W. Hanover St., Trenton, NJ
Taxation Building	50 Barrack St., Trenton, NJ
Trenton Office Complex Building	225 E. State St., Trenton, NJ
Trenton Office Complex Garage	18 S. Montgomery St., Trenton, NJ
Townhouse	134 W. State St., Trenton, NJ
Treasury Print Shop	101 Carroll St., Trenton, NJ
Visitor Center	Barrack & Lafayette Sts., Trenton, NJ
War Memorial Building	Barrack & Lafayette Sts., Trenton, NJ
William Ashby Building	101 S. Broad St., Trenton, NJ

**SANDY HOOK FACILITY  
(DPMC)**

McGruder Road, Sandy Hook, NJ  
James J. Howard Marine Lab

**HAMILTON TECHNOLOGY  
COMPLEX (L&PS)**

1200 Negron Drive, Hamilton, NJ

TROOP "C" HEADQUARTERS  
(Including Communication Center)

1400 Negron Drive, Hamilton, NJ  
24/7 coverage)

FIRING RANGE

1600 Negron Drive, Hamilton, NJ

**3.3 SPECIAL PROJECT AND TENANT WORK**

DPMC anticipates that the following additional Contractor personnel will be required daily to perform special project and tenant work on the start date of the contract. These personnel will be assigned to special projects or tenant work within State-Owned facilities

Electricians: 6-8 daily  
Plumber/Fitters: 1-2 daily

**3.4 EMERGENCIES**

The Contractor shall be required to provide qualified trades personnel to handle emergency services. When emergencies arise, the State prefers that the contractor assign tradesmen experienced at the site of the



emergency. The temporary reassignment of one or more of the tradesmen identified as "assigned personnel" in Section 3.2 or 3.3 should be used in emergencies.

### **3.5 FACILITIES MAINTENANCE AND WORK ORDER TRACKING SYSTEM**

**3.5.1** DPMC currently utilizes a computerized Facilities Maintenance and Work Order Tracking System which schedules and tracks all maintenance through work orders coded to individual buildings. This system will produce many of the work orders to which the contractor's personnel will be assigned.

**3.5.2** The contractor shall become familiar with the operation and outputs of such a system.

**3.5.3** The Facilities Maintenance and Work Order tracking System (currently used by DPMC only) is based on a building equipment listing which generates Maintenance Significant Items (MSI), including air handlers, motors, pumps, generators, heat pumps, fire and life safety systems, generic features (architectural, plumbing, lighting), and so forth. Each is represented by a three (3) position alpha code. Other Using Agencies may use other maintenance systems, written work orders or oral direction.

**3.5.4** Preventive Maintenance (PM) task lists and frequencies may be created for all equipment based on specification sheets and manufacturers' recommendations as provided by the Using Agency.

**3.5.5** Schedules may be made up of weekly, monthly, quarterly, semi-annual and annual tasks for the buildings.

**3.5.6** PM work orders may be produced monthly and are the basis for the maintenance schedule.

**3.5.7** Planned maintenance work consists of repair and/or replacement of equipment or components based on inspection, predictive failure techniques (run time, sensors) or corrective action because of PM. This work is kept in a "backlog" and is issued either separately by oldest date, or to coincide with PM in the same building to minimize travel time.

**3.5.8** Breakdowns are coded as Do-It Now (DIN) work orders.

**3.5.9** At the contract start date, there shall be sufficient PM and planned maintenance work to fully support the workload at the Sandy Hook Facility, the State House Complex and the Hamilton Technology Complex. In the Capitol Complex (which is made up of 40 buildings), work is primarily planned maintenance, DINS and emergencies.

**3.5.10** Two (2) additional categories of work exist besides maintenance and emergency repairs. These are Tenant Work and Project Work. Tenant Work is generated by a Tenant Service Request (TSR) that includes an account code for funding. Tenant Work is typically light office construction, sprinkler and ductwork changes and electrical changes. Tenant Work shall not include any new construction projects. Project Work is generated by the State to be performed over and above preventive maintenance. Project Work would be a large repair job or new installation depending on the situation. Project Work shall not include any new construction projects.

**3.5.11** It is important to the State that essential operating systems, units and other equipment maintained by contractor's personnel are kept operational and maintained in acceptable running order. The contractor must take all necessary steps to make sure that contractor's personnel are aware of the importance of keeping these systems, units and other equipment operational and in acceptable running order.

**3.5.12** The State encourages the contractor to look for means of promoting operational efficiency, ending unnecessary limits upon the use of labor saving machinery, tools or labor saving devices.

**3.5.13** Operating and project maintenance conditions do not always allow strict adherence to trade lines. In the event of crossover of trade lines, it shall not be interpreted as a precedent or change in the proper jurisdiction of the crafts involved. The contractor must perform periodic checks of work assignments for adjusting work assignments to account for changing needs. If the contractor finds that any such change is necessary, they must inform the State Contract Manager of same, in writing. The State's Contract Manager's decision in such matters shall be final.

### 3.6 WORK SCHEDULES

**3.6.1** The standard workday shall be an established consecutive eight (8) hour period, exclusive of a thirty (30) minute unpaid lunch period. The State Contract Manager reserves the right to request the contractor to assign contractor personnel to a set work week which will meet the needs of the State.

**3.6.2** On any assignment, job conditions may dictate a change in the established starting time and or a staggered lunch period. When such circumstances arise, the contractor must notify the State's Contract Manager and get his or her approval before making the desired change.

**3.6.3** OVERTIME, PREMIUM TIME, SHIFT DIFFERENTIAL & EMERGENCIES: ALL OVERTIME AND PREMIUM TIME WORK MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE STATE'S CONTRACT MANAGER. ANY OVERTIME OR PREMIUM TIME WORKED WITHOUT PRIOR WRITTEN APPROVAL FROM THE STATE'S CONTRACT MANAGER SHALL NOT BE PAID TO THE CONTRACTOR. ANY EMERGENCY OVERTIME MUST RECEIVE ORAL APPROVAL FROM THE STATE'S CONTRACT MANAGER AND SUBSEQUENT POST-EMERGENCY WRITTEN APPROVAL.

**3.6.3.1** For this contract, OVERTIME will be defined as work in addition to the standard workday, which is defined in Paragraph 3.6.1 and/or work performed on Saturdays.

**3.6.3.2** PREMIUM TIME is work performed on Sundays and/or Holidays (listed below), when Sundays and/or Holidays are not part of the approved regular workweek by the State Contract Manager.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Presidential Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**3.6.3.3** OTHER (STATE EMPLOYEE) STATE HOLIDAYS AND (STATE EMPLOYEE) STATE PAID DAYS OFF

Other (State Employee) State Holidays and (State Employee) State paid days off may occur throughout the year. These are not part of the approved regular workweek unless written approval has been granted in advance by the State Contract Manager or their designee. These days will be considered standard workdays (see Section 3.6.1) for the purpose of payment of trades personnel if they have received the written approval to work these days as stated above.

Other (State Employee) State Holidays are:

- Lincoln's Birthday
- Good Friday
- Columbus Day
- Election Day (including local elections and not limited to Presidential Elections)

Other (State Employee) Paid Days Off are:

- Unexpected, State declared days off (such as inclement weather)
- Sometimes, the Friday after Thanksgiving

**3.6.3.4** SHIFT DIFFERENTIAL shall be put into effect for the convenience of the State. The second shift shall be defined as eight (8) full consecutive hours beginning at 4:00 PM. The third shift shall be defined as eight (8) full consecutive hours beginning at 12 midnight. Shift differential will become effective after more than five (5) consecutive workdays. Anything less than one work week (5 consecutive work days) shall be paid at regular hourly rate. If a Special Project is required after work hours (second and third shifts), the

State will pay a shift differential of a 10% hourly rate increase for the second shift, and a 15% hourly rate increase for the third shift for all trades.

**3.6.3.5 EMERGENCY CALL-INS** will guarantee a minimum of two (2) hours payment to the contractor, exclusive of travel, at the proper rate at the time of the emergency call. Emergency calls require the contractor to be "on site" within one (1) hour of notification. This service shall be conducted during any hour of the day or night, which may include both overtime and normal working hours. It is the contractor's responsibility to provide 24-hour service to receive notification by the State of a problem or emergency.

**3.6.4** The contractor shall have a timekeeping system for all contractors' personnel assigned to work at State-Owned buildings under this contract. This timekeeping system must be ready for implementation at the start date of the contract. The computerized time keeping system shall be capable of providing detailed reports to the State's Contract Manager including personnel assignments, location, duration, hourly rates and so forth. The system should be developed in close consultation with the State's Contract Manager. The final system shall be subject to the final approval of the State's Contract Manager before implementation.

**3.6.4.1** The State shall be responsible for providing and installing mechanical timekeeping systems in all the complexes covered under this RFP. At each site, the contractor must provide a time card for each tradesman working under this contract. The contractor shall assure and be responsible for every tradesman working under this contract to punch in at the beginning of each workday and to punch out at the end of each workday. The time cards shall not leave the location until collected by the State at an interval to be determined by the State Contract Manager. Each tradesman shall only punch his/her own timecard. A tradesman who punches the card of another tradesman may be disqualified from doing any work for the State during this contract and after the disqualification, the State will no longer pay the contractor for any work or services performed by the disqualified tradesman. All time cards and the time keeping system are the property of the State. The State reserves the right to put into effect its own timekeeping system at any time to supplement the timekeeping system required by this section.

### **3.7.FIRST AID AND SAFETY**

The contractor's personnel assigned under the terms of this contract shall be bound by the safety rules and regulations as established by the State. These rules and regulations shall be posted at conspicuous places throughout the building. The contractor shall give training to contractor personnel and assure the State that all contractors' personnel are properly trained and observe all safety regulations prescribed by the State's Contract Manager. The contractor must submit quarterly reports to the State's Contract Manager detailing all training finished during the quarter.

All contractor's personnel shall comply with all of the requirements of the Occupational Safety and Health Act (OSHA).

### **3.8 TOOLS**

The contractor must supply all standard hand tools according to the accepted trade practice. The bidder shall submit with the bid proposal the list of standard hand tools that shall be utilized in accordance with this RFP. The bidder shall specify in this list job-specific tools which each professional tradesman shall possess. The State will determine the minimal necessary tools that the contractor shall supply. Such tools are to be kept clean and in good working order. Defective tools are to be replaced at once and cannot be used to do work in conjunction with this RFP. Any bodily harm, injury or death to contractor's personnel, any State employees or any damages to State property because of non-compliance with this section shall be the responsibility of the contractor. As such, the contractor will be subject to liabilities as covered by the attached Terms and Conditions for any such incident(s).

### **3.9 PARTS**

The State keeps an inventory of parts and supplies on hand. When a specific job arises, the contractor will be responsible for giving a list of parts and supplies needed for that job to the State's Contract Manager. The State will be responsible for getting all parts and supplies required to perform the work specified in this RFP with the exception of emergencies. When the State Contract Manager declares a job as an emergency, the contractor shall immediately purchase the parts and supplies with the written approval of the State Contract Manager. If the total order of the parts and supplies for the job emergency are greater than \$500.00, the

Using Agency must give written approval prior to the purchase which shall be coordinated through the State Contract Manager or their designee, not the trade personnel. The contractor shall be reimbursed for emergency supplies and materials at the percentage markup rate submitted with the bid proposal.

### **3.10 CONTRACTOR PERSONNEL**

**3.10.1** The contractor will be solely responsible for all direct management, supervision and control of the work performed by the contractor's personnel. The contractor shall be responsible for deciding the proper work methods and procedures to be used for making sure that it is properly and safely undertaken and finished satisfactorily.

**3.10.2** All contractor's personnel assigned to perform trades services to the State under this contract must have completed an accredited apprenticeship program and have certification for completion of same, or possess a Qualified Journeyman Card issued by the State of New Jersey, Department of Community Affairs.

**3.10.3** The contractor shall be required to submit all certifications for tradesmen to be assigned to the State Contract Manager prior to contractor personnel reporting to work.

**3.10.4** It is understood by all parties that all trades personnel provided by the contractor or any of its subcontractors shall be considered employees of the contractor or subcontractor. These tradesmen shall not be considered employees of the State or as independent contractors. Therefore, the contractor and any of its subcontractors must provide all documentation related to these personnel with respect to their classification as employees. This documentation shall include salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance and so forth.

**3.10.5** All contractor's personnel assigned to State facilities shall wear a uniform supplied by the contractor bearing the contractor's logo or other company identification. In addition, contractor personnel shall always bear identification cards with their name and the firm and listed on the card.

**3.10.6** The contractor's personnel must observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. While on State property, employees are subject to the control of the State. Under no circumstances will the contractor or its personnel represent themselves as employees of the State.

**3.10.7** Contractor's personnel must always be responsive, polite and cooperative when interacting with representatives of DPMC, L&PS or other State employees.

**3.10.8** Contractor personnel shall be required to work in a harmonious manner with in-house tradesman and outside contractors. Nothing contained in this RFP shall be interpreted as granting the contractor the sole right to supply skilled tradesmen required by the State.

**3.10.9** The contractor shall remove from the work crew any of its personnel who are, in the opinion of the State, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The State's Contract Manager or its representative may direct that the contractor replace offending personnel at once.

**3.10.10** The State's Contract Manager may require the replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

**3.10.11** Also, related to the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided under Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

**3.10.12** The foreman must have the demonstrated ability to supervise a wide variety of trade disciplines. The foreman will help in the ordering of supplies and materials, and safeguarding it. The foreman must also be able to accurately estimate materials supplies, parts and the various tradesmen required to complete the work

required under a wide variety circumstances. The foreman will also be required to have the ability to deal professionally with all levels of State personnel besides performing normal tasks related to specific trades.

#### **3.10.12.1 Electrician Foreman Requirements**

When there are two (2) or more electricians on the job, one (1) shall be designated a Foreman. One (1) additional Foreman shall be designated for every ten (10) additional electricians. When there are two (2) or more Foreman on the job, one (1) shall be designated a General Foreman.

#### **3.10.12.2 Plumber/Fitter Foreman Requirements**

No Foreman shall be allowed to handle more than eight (8) trades personnel. An Assistant General Foreman is designated when nine (9) to forty (40) men are employed. No Assistant General Foreman shall handle more than five (5) foremen. A General Foreman is designated when forty-one (41) or more trades personnel are employed.

#### **3.10.12.3 Painter Foreman Requirements**

When there are four (4) or more painters on the job, one (1) shall be designated a Foreman. When there are fifteen (15) or more painters on the job, one Foreman shall be designated a General Foreman.

#### **3.10.12.4 Carpenter Foreman Requirements**

When there are two (2) or more carpenter employees on the job, there shall be a Foreman. The first crew of employees shall not exceed twenty (20) employees exclusive of Foremen. At such time as the twenty-first (21<sup>st</sup>) employee, there shall be two (2) Foremen.

### **3.11 SECURITY CLEARANCES**

**3.11.1** As a condition of employment at any State facility and for purposes of determining a person's qualifications for employment, the contractor shall undertake a criminal history record background check for all its employees assigned to work at the State facilities pursuant to N.J.A.C. 13:59-1.1 et seq. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

**3.11.2** The contractor may be required to undertake an F.B.I background check for all its employees assigned to work at the Hamilton Technology Complex. The contractor shall bear the cost of the F.B.I. background check.

**3.11.3** The contractor shall submit to the New Jersey State Police State Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the required fee for each employee it assigns to work at all State facilities. The contractor shall not permit any newly hired, rehired or transferred employee to work in a State facility until the SBI has furnished the results of the criminal history record background check to the contractor.

It is the contractor's responsibility to work within the New Jersey State Police time schedule for turn around time from the initial submission to the receipt of the results. This time schedule may be a critical factor in meeting the start up date of this contract.

**3.11.4** The contractor shall retain the result of the individual's criminal history background check for as long as that individual is assigned to these State facilities. The results of the criminal history background check will be made available to the State Contract Manager upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State auditors. If the contractor has had a State Police background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the State Contract Manager may accept the results of the criminal history background check, provided that the check was performed during the contract period or no earlier than six (6) months prior to the contract start date.

**3.11.5** The contractor must maintain a current list of all its employees working under this contract. This list must be updated and supplied in writing to the State Contract Manager representative twenty-four (24)

hours before any new employee begins work at any State facility. Any new employee on the list shall be clearly identified as such. This list must include the current list of "pool" of back-up employees required under the staffing requirements of this contract. The list must set forth each employee's full name, date of birth and social security number. No employee shall be added to this list until the contractor has received the results of the employee's criminal background check. Before commencing work at the facility, the contractor's employees must be approved by the State Contract Manager.

### **3.12 PERMITS AND FEES**

The contractor shall be required to obtain all necessary permits for building renovation projects. The contractor shall be reimbursed for the permit fees if such are required by the project. There shall not be a mark up percentage on the permitting reimbursements. All reimbursements must be approved in advance by the State Contract Manager.

**3.12.1** The contractor may be required to use its own electrical and plumbing licenses. The use of these licenses may be required at the time of contract award and for the duration of the contract term.

**3.12.2** Most TSR work is expected to be done under the contractor's permit. Most repair/maintenance work is expected to be done under the State's Annual Construction Permit. The State shall determine when the Annual Construction Permit or the contractor's permit shall be used.

The Annual Construction Permit covers all repair/construction/maintenance work as stated in the Uniform Construction Code 5:23-2.14.

### **3.13 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Public Works Contractor Registration Act – This act specifies that no contractor or subcontractor shall bid on, or engage in, any contract (or part thereof) for public work which is subject to the provisions of the (NJ Prevailing Wage Act), P.L. 1963, Chapter 150, for the construction, reconstruction, demolition, alterations, repair or maintenance of a public building regularly open to and used by the general public or public institution and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station treatment plant, or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution.

All bidders must submit a copy of this certification issued by the Department of Labor with their bid proposal.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

#### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **three (3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Mobilization and Implementation Plan
		<a href="#">4.4.2.5</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules ( <a href="#">Appendix 2</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

##### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

##### 4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

**FAILURE TO SUBMIT A COPY OF THE BIDDER’S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR AUTOMATIC REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

##### 4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

#### 4.4.2 SECTION 2 - TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:



#### 4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### 4.4.2.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### 4.4.2.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

#### 4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning within sixty (60) days of the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of sixty (60) days. This timetable should be designed to demonstrate how the bidder will have the contract up and operational with the period of sixty (60) days from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of sixty (60) days.

**NOTE:** The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff and criminal history background checks required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

#### **4.4.2.5 POTENTIAL PROBLEMS**

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### **4.4.3.1 LOCATION**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

##### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### **4.4.3.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

##### **4.4.3.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

##### **4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)**

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER**

If requested, the bidder, within five (5) working days of the request, shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.3.8 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

#### **4.4.4 SECTION 4 - COST PROPOSAL**

The price schedule is attached to this RFP as [Appendix 2](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

#### **4.5 INSURANCE INFORMATION**

**4.5.1** Bidder shall list name of insurance firm from which it intends to purchase the insurance required in Section 2.3 of the Standard Terms and Conditions, insurance and a person to contact at this firm. This information must be listed in the Contractor Data Section.

**4.5.2** The bidder shall include with its bid the applicable Certificate of Insurance.

**4.5.3** The Certificate of Insurance shall include the bid ID#, name of bid and buyer's name.

**4.5.4** All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions, and for ninety days following termination of all work.

#### **5.0 SPECIAL TERMS AND CONDITIONS**

##### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

## **5.2 STATE CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

### **5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

### **5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER**

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

### 5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

### 5.3 PERFORMANCE BOND

This section supplements [Section 3.3b of the Standard Terms and Conditions](#). A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP cover sheet is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP cover sheet to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

### 5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## **5.5 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2) one-year** periods, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

## **5.6 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

## **5.7 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## **5.8 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

## 5.9 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## 5.10 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

## 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.12 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## 5.13 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## 5.14 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

## 5.15 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## 5.16 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## 5.17 CLAIMS AND REMEDIES

### 5.17.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.



### 5.17.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

### 5.18 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

### 5.19 RETAINAGE

Not applicable to this procurement.

### 5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

### 5.21 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.22 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act ([N.J.S.A. 34:11-56 et seq.](#)) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

#### **5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

#### **5.25 FORM OF COMPENSATION AND PAYMENT**

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

The contractor must attach the suppliers invoice when submitting invoices for materials and supplies purchased in accordance with the RFP price sheet line number for percentage discount/markup from the contractor's bid proposal.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment

schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

## **5.26 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.
- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## **5.27 REQUIREMENTS OF EXECUTIVE ORDER 134**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### **5.27.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

## 5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

## 5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

## 5.27.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

## **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.
- F. Historical use figures for the current contract will be used to weight and extend the individual hourly rates bid. The extended price for each bidder will be used for price comparison and ranking.

### 6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Appendix 2](#).

### 6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

## 7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Reciprocity Form](#) (*Optional Submittal*)

**APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Price Schedules](#)

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

**If there are no owners with 10% or more interest in your firm, enter "None" below.**

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN/SSN#: \_\_\_\_\_

PRINT OR TYPE: \_\_\_\_\_

PRINT OR TYPE: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title (Type or Print)**

\_\_\_\_\_  
**Company Name (Type or Print)**

\_\_\_\_\_  
**Date**



## **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
<b>SUPPLEMENT TO BID SPECIFICATIONS</b>	
<p><b>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</b></p> <ol style="list-style-type: none"> <li>1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;</li> <li>2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.</li> <li>3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.</li> <li>4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.</li> <li>5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.</li> <li>6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.</li> <li>7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</li> <li>8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</li> </ol> <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p><b>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</b></p> <p style="text-align: center;"><b><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></b></p> <p><input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.</p>	

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDDING CONTRACT:		CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees										
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)						15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO		16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR		
14. DATES OF PAYROLL PERIOD USED										

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## **ATTACHMENT 4 - RECIPROCITY FORM**

### **RECIPROCITY FORM** **(Optional Submission)**

### **IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

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#### **Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution      ☐ Regulations/Laws  
☐ Notice to Bidder      ☐ Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

## **APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. As mandated by this bid, failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which requires the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.



- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

## **7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

## **APPENDIX 2 – PRICE SCHEDULES**

<b><i>LINE #</i></b>	<b><i>DESCRIPTION</i></b>	<b><i>UNIT</i></b>	<b><i>UNIT PRICE</i></b>
1.	Trades Employment Services Boiler Operator Hourly Rate Regular Rate – Year 1	HOUR	_____
2.	Trades Employment Services Boiler Operator Hourly Rate Regular Rate – Year 2	HOUR	_____
3.	Trades Employment Services Boiler Operator Hourly Rate Regular Rate – Year 3	HOUR	_____
4.	Trades Employment Services Boiler Operator Hourly Rate Overtime Rate – Year 1	HOUR	_____
5.	Trades Employment Services Boiler Operator Hourly Rate Overtime Rate – Year 2	HOUR	_____
6.	Trades Employment Services Boiler Operator Hourly Rate Overtime Rate – Year 3	HOUR	_____
7.	Trades Employment Services Boiler Operator Hourly Rate Premium Rate – Year 1	HOUR	_____
8.	Trades Employment Services Boiler Operator Hourly Rate Premium Rate – Year 2	HOUR	_____
9.	Trades Employment Services Boiler Operator Hourly Rate Premium Rate – Year 3	HOUR	_____
10.	Trades Employment Services Carpenter Hourly Rate Regular Rate – Year 1	HOUR	_____
11.	Trades Employment Services Carpenter Hourly Rate Regular Rate – Year 2	HOUR	_____
12.	Trades Employment Services Carpenter Hourly Rate Regular Rate – Year 3	HOUR	_____
13.	Trades Employment Services Carpenter Hourly Rate Overtime Rate – Year 1	HOUR	_____
14.	Trades Employment Services Carpenter Hourly Rate Overtime Rate – Year 2	HOUR	_____

15.	Trades Employment Services Carpenter Hourly Rate Overtime Rate – Year 3	HOUR	_____
16.	Trades Employment Services Carpenter Hourly Rate Premium Rate – Year 1	HOUR	_____
17.	Trades Employment Services Carpenter Hourly Rate Premium Rate – Year 2	HOUR	_____
18.	Trades Employment Services Carpenter Hourly Rate Premium Rate – Year 3	HOUR	_____
19.	Trades Employment Services Carpenter Foreman Hourly Rate Regular Rate – Year 1	HOUR	_____
20.	Trades Employment Services Carpenter Foreman Hourly Rate Regular Rate – Year 2	HOUR	_____
21.	Trades Employment Services Carpenter Foreman Hourly Rate Regular Rate – Year 3	HOUR	_____
22.	Trades Employment Services Carpenter Foreman Hourly Rate Overtime Rate – Year 1	HOUR	_____
23.	Trades Employment Services Carpenter Foreman Hourly Rate Overtime Rate – Year 2	HOUR	_____
24.	Trades Employment Services Carpenter Foreman Hourly Rate Overtime Rate – Year 3	HOUR	_____
25.	Trades Employment Services Carpenter Foreman Hourly Rate Premium Rate – Year 1	HOUR	_____
26.	Trades Employment Services Carpenter Foreman Hourly Rate Premium Rate – Year 2	HOUR	_____
27.	Trades Employment Services Carpenter Foreman Hourly Rate Premium Rate – Year 3	HOUR	_____
28.	Trades Employment Services Electrician Hourly Rate Regular Rate – Year 1	HOUR	_____
29.	Trades Employment Services Electrician Hourly Rate Regular Rate – Year 2	HOUR	_____

30.	Trades Employment Services Electrician Hourly Rate Regular Rate – Year 3	HOUR	_____
31.	Trades Employment Services Electrician Hourly Rate Overtime Rate – Year 1	HOUR	_____
32.	Trades Employment Services Electrician Hourly Rate Overtime Rate – Year 2	HOUR	_____
33.	Trades Employment Services Electrician Hourly Rate Overtime Rate – Year 3	HOUR	_____
34.	Trades Employment Services Electrician Hourly Rate Premium Rate – Year 1	HOUR	_____
35.	Trades Employment Services Electrician Hourly Rate Premium Rate – Year 2	HOUR	_____
36.	Trades Employment Services Electrician Hourly Rate Premium Rate – Year 3	HOUR	_____
37.	Trades Employment Services Electrician Foreman Hourly Rate Regular Rate – Year 1	HOUR	_____
38.	Trades Employment Services Electrician Foreman Hourly Rate Regular Rate – Year 2	HOUR	_____
39.	Trades Employment Services Electrician Foreman Hourly Rate Regular Rate – Year 3	HOUR	_____
40.	Trades Employment Services Electrician Foreman Hourly Rate Overtime Rate – Year 1	HOUR	_____
41.	Trades Employment Services Electrician Foreman Hourly Rate Overtime Rate – Year 2	HOUR	_____
42.	Trades Employment Services Electrician Foreman Hourly Rate Overtime Rate – Year 3	HOUR	_____
43.	Trades Employment Services Electrician Foreman Hourly Rate Premium Rate – Year 1	HOUR	_____
44.	Trades Employment Services Electrician Foreman Hourly Rate Premium Rate – Year 2	HOUR	_____

45.	Trades Employment Services Electrician Foreman Hourly Rate Premium Rate – Year 3	HOUR	_____
46.	Trades Employment Services Electrician General Foreman Hourly Rate Regular Rate - Year 1	HOUR	_____
47.	Trades Employment Services Electrician General Foreman Hourly Rate Regular Rate - Year 2	HOUR	_____
48.	Trades Employment Services Electrician General Foreman Hourly Rate Regular Rate - Year 3	HOUR	_____
49.	Trades Employment Services Electrician General Foreman Hourly Rate Overtime Rate - Year 1	HOUR	_____
50.	Trades Employment Services Electrician General Foreman Hourly Rate Overtime Rate - Year 2	HOUR	_____
51.	Trades Employment Services Electrician General Foreman Hourly Rate Overtime Rate - Year 3	HOUR	_____
52.	Trades Employment Services Electrician General Foreman Hourly Rate Premium Rate - Year 1	HOUR	_____
53.	Trades Employment Services Electrician General Foreman Hourly Rate Premium Rate - Year 2	HOUR	_____
54.	Trades Employment Services Electrician General Foreman Hourly Rate Premium Rate - Year 3	HOUR	_____
55.	Trades Employment Services HVAC Technician Hourly Rate Regular Rate - Year 1	HOUR	_____
56.	Trades Employment Services HVAC Technician Hourly Rate Regular Rate - Year 2	HOUR	_____
57.	Trades Employment Services HVAC Technician Hourly Rate Regular Rate - Year 3	HOUR	_____
58.	Trades Employment Services HVAC Technician Hourly Rate Overtime Rate - Year 1	HOUR	_____
59.	Trades Employment Services HVAC Technician Hourly Rate Overtime Rate - Year 2	HOUR	_____

60.	Trades Employment Services HVAC Technician Hourly Rate Overtime Rate - Year 3	HOUR	_____
61.	Trades Employment Services HVAC Technician Hourly Rate Premium Rate - Year 1	HOUR	_____
62.	Trades Employment Services HVAC Technician Hourly Rate Premium Rate - Year 2	HOUR	_____
63.	Trades Employment Services HVAC Technician Hourly Rate Premium Rate - Year 3	HOUR	_____
64.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Regular Rate – Year 1	HOUR	_____
65.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Regular Rate – Year 2	HOUR	_____
66.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Regular Rate – Year 3	HOUR	_____
67.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Overtime Rate – Year 1	HOUR	_____
68.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Overtime Rate – Year 2	HOUR	_____
69.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Overtime Rate – Year 3	HOUR	_____
70.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Premium Rate – Year 1	HOUR	_____
71.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Premium Rate – Year 2	HOUR	_____
72.	Trades Employment Services Maintenance & Repair Worker Hourly Rate Premium Rate – Year 3	HOUR	_____
73.	Trades Employment Services Painter Hourly Rate Regular Rate – Year 1	HOUR	_____
74.	Trades Employment Services Painter Hourly Rate Regular Rate – Year 2	HOUR	_____



75.	Trades Employment Services Painter Hourly Rate Regular Rate – Year 3	HOUR	_____
76.	Trades Employment Services Painter Hourly Rate Overtime Rate – Year 1	HOUR	_____
77.	Trades Employment Services Painter Hourly Rate Overtime Rate – Year 2	HOUR	_____
78.	Trades Employment Services Painter Hourly Rate Overtime Rate – Year 3	HOUR	_____
79.	Trades Employment Services Painter Hourly Rate Premium Rate – Year 1	HOUR	_____
80.	Trades Employment Services Painter Hourly Rate Premium Rate – Year 2	HOUR	_____
81.	Trades Employment Services Painter Hourly Rate Premium Rate – Year 3	HOUR	_____
82.	Trades Employment Services Painter Foreman Hourly Rate Regular Rate – Year 1	HOUR	_____
83.	Trades Employment Services Painter Foreman Hourly Rate Regular Rate – Year 2	HOUR	_____
84.	Trades Employment Services Painter Foreman Hourly Rate Regular Rate – Year 3	HOUR	_____
85.	Trades Employment Services Painter Foreman Hourly Rate Overtime Rate – Year 1	HOUR	_____
86.	Trades Employment Services Painter Foreman Hourly Rate Overtime Rate – Year 2	HOUR	_____
87.	Trades Employment Services Painter Foreman Hourly Rate Overtime Rate – Year 3	HOUR	_____
88.	Trades Employment Services Painter Foreman Hourly Rate Premium Rate – Year 1	HOUR	_____
89.	Trades Employment Services Painter Foreman Hourly Rate Premium Rate – Year 2	HOUR	_____

90.	Trades Employment Services Painter Foreman Hourly Rate Premium Rate – Year 3	HOUR	_____
91.	Trades Employment Services Painter General Foreman Hourly Rate Regular Rate - Year 1	HOUR	_____
92.	Trades Employment Services Painter General Foreman Hourly Rate Regular Rate - Year 2	HOUR	_____
93.	Trades Employment Services Painter General Foreman Hourly Rate Regular Rate - Year 3	HOUR	_____
94.	Trades Employment Services Painter General Foreman Hourly Rate Overtime Rate - Year 1	HOUR	_____
95.	Trades Employment Services Painter General Foreman Hourly Rate Overtime Rate - Year 2	HOUR	_____
96.	Trades Employment Services Painter General Foreman Hourly Rate Overtime Rate - Year 3	HOUR	_____
97.	Trades Employment Services Painter General Foreman Hourly Rate Premium Rate - Year 1	HOUR	_____
98.	Trades Employment Services Painter General Foreman Hourly Rate Premium Rate - Year 2	HOUR	_____
99.	Trades Employment Services Painter General Foreman Hourly Rate Premium Rate - Year 3	HOUR	_____
100.	Trades Employment Services Pipe Insulator Hourly Rate Regular Rate - Year 1	HOUR	_____
101.	Trades Employment Services Pipe Insulator Hourly Rate Regular Rate - Year 2	HOUR	_____
102.	Trades Employment Services Pipe Insulator Hourly Rate Regular Rate - Year 3	HOUR	_____
103.	Trades Employment Services Pipe Insulator Hourly Rate Overtime Rate - Year 1	HOUR	_____
104.	Trades Employment Services Pipe Insulator Hourly Rate Overtime Rate - Year 2	HOUR	_____

105.	Trades Employment Services Pipe Insulator Hourly Rate Overtime Rate - Year 3	HOUR	_____
106.	Trades Employment Services Pipe Insulator Hourly Rate Premium Rate - Year 1	HOUR	_____
107.	Trades Employment Services Pipe Insulator Hourly Rate Premium Rate - Year 2	HOUR	_____
108.	Trades Employment Services Pipe Insulator Hourly Rate Premium Rate - Year 3	HOUR	_____
109.	Trades Employment Services Plumber/Fitter Hourly Rate Regular Rate - Year 1	HOUR	_____
110.	Trades Employment Services Plumber/Fitter Hourly Rate Regular Rate - Year 2	HOUR	_____
111.	Trades Employment Services Plumber/Fitter Hourly Rate Regular Rate - Year 3	HOUR	_____
112.	Trades Employment Services Plumber/Fitter Hourly Rate Overtime Rate - Year 1	HOUR	_____
113.	Trades Employment Services Plumber/Fitter Hourly Rate Overtime Rate - Year 2	HOUR	_____
114.	Trades Employment Services Plumber/Fitter Hourly Rate Overtime Rate - Year 3	HOUR	_____
115.	Trades Employment Services Plumber/Fitter Hourly Rate Premium Rate - Year 1	HOUR	_____
116.	Trades Employment Services Plumber/Fitter Hourly Rate Premium Rate - Year 2	HOUR	_____
117.	Trades Employment Services Plumber/Fitter Hourly Rate Premium Rate - Year 3	HOUR	_____
118.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Regular Rate - Year 1	HOUR	_____
119.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Regular Rate - Year 2	HOUR	_____

120.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Regular Rate - Year 3	HOUR	_____
121.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Overtime Rate - Year 1	HOUR	_____
122.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Overtime Rate - Year 2	HOUR	_____
123.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Overtime Rate - Year 3	HOUR	_____
124.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Premium Rate - Year 1	HOUR	_____
125.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Premium Rate - Year 2	HOUR	_____
126.	Trades Employment Services Plumber/Fitter Foreman Hourly Rate Premium Rate - Year 3	HOUR	_____
127.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Regular Rate – Year 1	HOUR	_____
128.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Regular Rate – Year 2	HOUR	_____
129.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Regular Rate – Year 3	HOUR	_____
130.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Overtime Rate – Year 1	HOUR	_____
131.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Overtime Rate – Year 2	HOUR	_____
132.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Overtime Rate – Year 3	HOUR	_____
133.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Premium Rate – Year 1	HOUR	_____
134.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Premium Rate – Year 2	HOUR	_____

135.	Trades Employment Services Plumber/Fitter Asst. General Foreman Hourly Rate Premium Rate – Year 3	HOUR	_____
136.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Regular Rate - Year 1	HOUR	_____
137.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Regular Rate - Year 2	HOUR	_____
138.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Regular Rate - Year 3	HOUR	_____
139.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Overtime Rate - Year 1	HOUR	_____
140.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Overtime Rate - Year 2	HOUR	_____
141.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Overtime Rate - Year 3	HOUR	_____
142.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Premium Rate - Year 1	HOUR	_____
143.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Premium Rate - Year 2	HOUR	_____
144.	Trades Employment Services Plumber/Fitter General Foreman Hourly Rate Premium Rate - Year 3	HOUR	_____
145.	Trades Employment Services Sheet Metal Worker Hourly Rate Regular Rate - Year 1	HOUR	_____
146.	Trades Employment Services Sheet Metal Worker Hourly Rate Regular Rate - Year 2	HOUR	_____
147.	Trades Employment Services Sheet Metal Worker Hourly Rate Regular Rate - Year 3	HOUR	_____
148.	Trades Employment Services Sheet Metal Worker Hourly Rate Overtime Rate - Year 1	HOUR	_____
149.	Trades Employment Services Sheet Metal Worker Hourly Rate Overtime Rate - Year 2	HOUR	_____

150.	Trades Employment Services Sheet Metal Worker Hourly Rate Overtime Rate - Year 3	HOUR	_____
151.	Trades Employment Services Sheet Metal Worker Hourly Rate Premium Rate - Year 1	HOUR	_____
152.	Trades Employment Services Sheet Metal Worker Hourly Rate Premium Rate - Year 2	HOUR	_____
153.	Trades Employment Services Sheet Metal Worker Hourly Rate Premium Rate - Year 3	HOUR	_____
154.	Trades Employment Services Sprinkler Fitter Hourly Rate Regular Rate - Year 1	HOUR	_____
155.	Trades Employment Services Sprinkler Fitter Hourly Rate Regular Rate - Year 2	HOUR	_____
156.	Trades Employment Services Sprinkler Fitter Hourly Rate Regular Rate - Year 3	HOUR	_____
157.	Trades Employment Services Sprinkler Fitter Hourly Rate Overtime Rate - Year 1	HOUR	_____
158.	Trades Employment Services Sprinkler Fitter Hourly Rate Overtime Rate - Year 2	HOUR	_____
159.	Trades Employment Services Sprinkler Fitter Hourly Rate Overtime Rate - Year 3	HOUR	_____
160.	Trades Employment Services Sprinkler Fitter Hourly Rate Premium Rate - Year 1	HOUR	_____
161.	Trades Employment Services Sprinkler Fitter Hourly Rate Premium Rate - Year 2	HOUR	_____
162.	Trades Employment Services Sprinkler Fitter Hourly Rate Premium Rate - Year 3	HOUR	_____
163.	Trades Employment Services Weekly Rate for Vehicle Use – Year 1 Note: Vehicle must be approved in advance by the State Contract Manager.	WEEK	_____

164.	Trades Employment Services Weekly Rate for Vehicle Use – Year 2 Note: Vehicle must be approved in advance by the State Contract Manager.	WEEK	_____
165.	Trades Employment Services Weekly Rate for Vehicle Use – Year 3 Note: Vehicle must be approved in advance by the State Contract Manager.	WEEK	_____
166.	Trades Employment Services Percentage (%) Markup on Emergency Materials and Supplies Year 1 Suppliers invoice must be attached to each billing	%	_____
167.	Trades Employment Services Percentage (%) Markup on Emergency Materials and Supplies Year 2 Suppliers invoice must be attached to each billing	%	_____
168.	Trades Employment Services Percentage (%) Markup on Emergency Materials and Supplies Year 3 Suppliers invoice must be attached to each billing	%	_____
169.	Trades Employment Services This line will provide a mechanism for payment of reimbursable fees and permits as specified in the RFP.	n/a	Not to be used by bidder
170.	Trades Employment Services This line will provide a mechanism for payment of Shift Differential as specified in the RFP	n/a	Not to be used by bidder.